



**PEBBLE LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER PEBBLE MINES CORP.**

ACTIVITY RELEASE AGREEMENT

I, the undersigned, in exchange for being given the opportunity by Pebble Limited Partnership by its General Partner Pebble Mines Corp., its contractors, parents, subsidiaries and affiliates (collectively "Pebble Limited Partnership") to travel to, and to visit the area of, the proposed Pebble Copper Gold mine project area in Western Alaska, near Illiamna, Alaska (collectively, "the Activity"), agree as follows:

1. Acknowledgment. I understand that there are dangers inherent in the Activity that may cause me to be injured if I participate. I have had an adequate opportunity to ask about the Activity and the risks and dangers related to it and to fully consider those risks and dangers. By participating in the Activity, I assume all related risks and dangers.

2. Travel by Aircraft. I understand that travel may be by aircraft, including small airplane or helicopter (collectively, "Aircraft"). I assume all risks associated with such travel and therefore release Pebble Limited Partnership from any duty to me with regard to the operation, condition or safety of the Aircraft or any equipment, fixtures, furnishings or supplies on any Aircraft. I understand that riding in an Aircraft (including ground as well as flight operations) and engaging in activities while aboard any Aircraft is inherently and extremely dangerous, and involves risks of serious injury to me and possibly death. I acknowledge that these risks include without limitation, emergencies and accidents, speed, altitude, and weather conditions; risks related to my own health and preexisting medical conditions (which may be adversely affected by operations which would not adversely affect others); risks related to my own actions and conduct, including my responses to instructions and in emergencies, and my use of equipment; risks related to the fact that I have little or no training or preparation for flying in Aircraft; and risks that other conditions may be further exaggerated due to operating the Aircraft over open water or rugged terrain, equipment failures, mistakes or negligence by the pilot of the Aircraft or others, and changes in flight plans or schedules.

3. Remote Area. I understand that I will be traveling to and visiting remote areas and that I may be exposed to risks, including, but not limited to, bad weather, dangerous animals and rugged terrain.

4. Assumption of Risk. IN CONSIDERATION OF MY BEING PERMITTED ACCESS TO THE AIRCRAFT AND TO THE PROPOSED MINE SITE, I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MY TRAVEL BY AIRCRAFT AND FROM ANY OTHER ACTIVITIES IN WHICH I ENGAGE OR PARTICIPATE IN CONNECTION WITH MY TRAVEL TO OR MY VISIT TO THE PROPOSED MINE SITE. "ALL RISKS" INCLUDE, BUT ARE NOT LIMITED TO, ANY RISK OF HARM OR INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE.



5. **Waiver and Release; Indemnification.** I hereby release waive and forever discharge, and agree to defend, indemnify and hold harmless, the following persons and entities from any and all damages, claims or liability of any kind whatsoever related to my travel by Aircraft and to any other Activity in which I engage or participate in, in connection with my travel to or visit to the project site: Pebble Limited Partnership, and all of its past, present and future shareholders, officers, directors, agents, employees, representatives, contractors, partners, attorneys, accountants, insurers, parents, subsidiaries, affiliates, predecessors, successors and assigns.

This Waiver and Release is binding upon me, my heirs, executors, administrators, assigns and all members of my family.

6. I have carefully read all of the foregoing Waiver and Release, know the contents thereof, and sign this Waiver and Release as my own free act.

7. I represent and warrant that I am 18 years of age or older.

8. **Enforceability; Binding Effect.** If any part of this agreement is not enforceable as written, it shall be enforced to the maximum extent allowed by law and shall not affect the enforceability of any other part.

9. **Complete Agreement.** This agreement is the final and complete expression of my agreement on these subjects, and may be amended only in a writing signed by both Pebble Limited Partnership and me. In signing this agreement, I am not relying on any promise or representation made by Pebble Limited Partnership or its directors, officers, employees, agents or insurers. I have read this agreement and had an adequate opportunity to ask questions and fully consider it before signing it.

Participant's Signature

Date

Participant's Name [please print]